

ORIGINAL

**UNITED STATES DISTRICT COURT
FOR THE DELAWARE DISTRICT**

phillip allen dye and rebecca jane dye

Appellant s

V.

MICHAEL B. JOSEPH BANKRUPTCY COURT
TRUSTEE

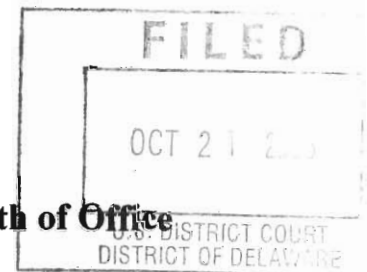
APPELLEE

) Case No: 1:05-cv-684-KAJ

) Docket No:

) Reference Chapter 13 Bankruptcy
) Case 05-11619-JKF

Judicial Notice of Accepting Constitutions and Oath of Office



Delawares 1778 Treaty



Moor 1787 Treaty



American Unity States



Moor Great Seal



Moorish America



America Republic



Pembina 1863 Treaty

***The North America Grand Counsel of Nations
The Pembina Nation Little Shell Bands
The Moorish American < Great Seal Divinitas***



*The Indigenous Peoples of the North Americas Grand Counsel of Nations including the adjoining Islands.
In care of: 312 Main Street Post Office Box 508, Odessa City, Delaware North America Republic Postal Zone [19730] Non Domestic*

Notice of Accepting Constitutions Oath of Office And Fiduciary Duty

Notice for Public Servants:

1. Kent A Jordan dba: United States Federal Judge District Court of Delaware

Point of Law

All contracts commence with an offer and only become binding upon acceptance. See: "Contracts" by Farnsworth, third edition, sect. 3.3, pages 112,113.

The Constitutions of the United States and of the State of Delaware and the Oath of office and the Performance of the Fiduciary Duty as Public Servants thereof the above named PUBLIC SERVANTS, amounts to nothing more than an offer of an intention to act or refrain from acting in a specified way between the respective governments their binding Treaty Contracts and the private American people and for other purposes.

Be it known by these presents that I, phillip allen dye and I rebecca jane dye of the Natural Genealogy Heirs Lineal Descendants of the Native American Peoples of America Territories do hereby accept the Constitutions of the United States and of the State of Delaware and the Oath of Office and the Oath of Performance of the Fiduciary Duty of the above named PUBLIC SERVANTS as your open and binding offer of promise to form a firm and binding contract between the respective governments, their political instrumentalities and the above named PUBLIC SERVANTS and phillip allen dye and rebecca jane dye in their Proper Private Native America National capacity.

I expect that, as PUBLIC SERVANTS, you will perform all of your promises duties while staying within the limitations of your constitutions, regarding all Treaties with the United States as Supreme and Superior in Law in your Courts as published by your constitution creating no unfounded presumptions, seeking only the true facts and telling the truth at all times and respecting and protecting our secured substantive rights of personal liberty and private property and all rights antecedent thereto.

The foregoing Notice of Acceptance of Constitutions and of Oath of Office and Oath of Performance of Fiduciary Duty is made Ab initio explicitly without recourse and now constitutes a binding contract and any deviation therefrom will be treated as a breach of contract and a violation of substantive due process.

VERIFICATION

I, phillip allen dye and I rebecca jane dye declare under penalty of perjury in accordance with the laws of the United States of America that the foregoing is true, correct and complete to the best of our knowledge and belief.

Date: October 18, 2005

Autograph: Phillip allen dye

Autograph: rebecca jane dye

"Contracts" by Farnsworth, third edition, sect. 3.3, pages 112, 113

Offer and Acceptance. The outward appearance of the agreement process, by which the parties satisfy the requirement of bargain imposed by the doctrine of consideration, varies widely according to the circumstances. It may, for example, involve face-to-face negotiations, an exchange of letters or facsimiles, or merely the perfunctory signing of a printed form supplied by the other party. Whatever the outward appearance, it is common to analyze the process in terms of two distinct steps: first, a manifestation of assent that is called an *offer*, made by one party (the *offeror*) to another (the *offeree*); and second, a manifestation of assent in response that is called an *acceptance*, made by the offeree to the offeror. Although courts apply this analysis on a case-by-case basis, depending on the circumstances, it gives a reassuring appearance of consistency.

What is an "offer"? It can be defined as a manifestation to another of assent to enter into a contract if the other manifests assent in return by some action, often a promise but sometimes a performance. By making an offer, the offeror thus confers upon the offeree the power to create a contract. An offer is nearly always a promise and, in a sense, the action (promise or performance) on which the offeror conditions the promise is the "price" of its becoming enforceable. *Offer*, then, is the name given to a promise that is conditional on some action by the promisee *if* the legal effect of the promisee's taking that action is to make the promise enforceable. Empowerment of the offeree to make the offeror's

promise enforceable is thus the essence of an offer. When does a promise empower the promisee to take action that will make the promise enforceable? In other words, when does a manifestation of assent amount to an offer? This is one of the main subjects of this chapter.

What is an "acceptance"? It can be defined as the action (promise or performance) by the offeree that creates a contract (i.e., makes the offeror's promise enforceable). *Acceptance*, then, is the name given to the offeree's action if the legal effect of that action is to make the offeror's promise enforceable. When does action by the promisee make the promise enforceable? In other words, when does the promisee's action amount to an acceptance? This is another of the main subjects of this chapter.

Because of the requirement of mutuality of obligation, both parties are free to withdraw from negotiations until the moment when both are bound. This is the moment when the offeree accepts the offer. It therefore follows, as we shall see later in more detail, that the offeror is free to revoke the offer at any time before acceptance.

Affidavit of Service

phillip allen dye is publishing this fact that he served the above Notice of Accepting Constitutions and Oath of Office by First Class Mail to the following men and women on the date October 19, 2005.

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phillip allen dye
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Townsend, Delaware [19734]

phillip allen dye
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AMOUNT
\$0.18

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Case 1:05-cv-00684-***

Document 8

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Page 4 of 4

The Clerk Federal District Court
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